StatMap Ltd

Stellar Suite Services for the Cloud:

Terms and Conditions

Covers all StatMap Cloud-based application services

Shining a new light on your data, operations, strategy and business

STATMAP SERVICE TERMS AND CONDITIONS

IMPORTANT - READ CAREFULLY BEFORE USING SOFTWARE

This document sets out the terms and conditions for the support and use of all products within StatMap Ltd's Stellar Suite software products which are being offered as a Software as a Service (SaaS) platform for the purposes of the Crown Commercial Service G-Cloud 7 Framework agreement.

STATMAP LIMITED ("STATMAP") OR ITS LICENSORS OWN THE INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE

AND DOCUMENTATION ("MATERIALS"). IT IS UNLAWFUL TO LOAD, INSTALL OR COPY THIS SOFTWARE INTO A

COMPUTER WITHOUT OUR LICENCE. STATMAP IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LICENCE AGREEMENT.

LICENCE ACCEPTANCE PROCEDURE: BY SUBSCRIBING TO AND USING THE SERVICE AND ITS VARIOUS FUNCTIONAL ELEMENTS, YOU INDICATE ACCEPTANCE OF THIS LICENCE AND THE LIMITED WARRANTY AND LIMITATION OF LIABILITY SET OUT IN THIS LICENCE. YOU ARE (I) REPRESENTING THAT YOU ARE NOT A MINOR AND HAVE FULL LEGAL CAPACITY AND HAVE THE AUTHORITY TO BIND YOURSELF AND IF APPLICABLE, YOUR EMPLOYER, TO THE TERMS OF THIS AGREEMENT; AND (II) CONSENTING ON BEHALF OF YOURSELF AND/OR AS AN AUTHORISED REPRESENTATIVE OF YOUR EMPLOYER. IF YOU ARE NOT SO AUTHORISED, NOR DEEMED IN LAW TO HAVE SUCH AUTHORITY, YOU ASSUME SOLE PERSONAL LIABILITY FOR THE OBLIGATIONS SET OUT IN THIS LICENCE.

Definitions, Software Permissions and Restrictions

- **"Additional Services"** are those services which are without the coverage of the relevant SaaS framework agreement. Its full meaning is given below;
- **"Authorised Users"** are those employees, contractors or third parties of the Client / Customer that are authorised by that Client / Customer to use the relevant StatMap service in accordance with the terms of this Agreement;
- **"Computer**" means an electronic programmable device for the storage and processing of information;
- **"Documentation"** means the relevant user manual(s) for the Software;
- **"Intellectual Property Rights"** or "IPR" means all intellectual property rights including, but not limited to, patents, trade secrets, trade marks, service marks, trade names, copyrights and other rights in works of authorship (including rights in computer software), moral and artists' rights, design rights, trade or business names, domain names, know-how, database rights and semi-conductor topography rights and

whether any of the foregoing are registered or unregistered and all rights or forms of protection of a similar nature in any country;

- **"Subscription Fee"** –the SaaS subscription fee specified in the Order Document;
- **"Order Document"** means the order documentation in a format acceptable to StatMap, under which the Software was ordered;
- **"Service"** refers to the specific SaaS product(s) the Client / Customer is subscribed to;
- **"Service Agreement"** means the document signed by both You and StatMap which sets out service level specifics and is binding upon both parties (a blank proforma of the Service Level Agreement can be found in Appendix A);
- **"Software"** means the relevant version of the software service as identified in the Order Document;
- **"Subscription Fees"** the fees payable to StatMap for the use of this service, including any agreed 'Service initialising fee' – which applies if the Client or Customer requires that StatMap set-up and configure the service on their behalf where tools have been provided to the Client or Customer by StatMap for performing that same task(s).
- **"Subscription Term"** specifically relates to the initial Subscription Period and all subsequent Renewal Periods;
- **"Subscription Period"** is the initial period of time (in calendar months) for which the Client or Customer has agreed to subscribe to the service. A minimum initial period (of twelve (12) calendar months) of subscription applies;
- **"You"** or **"Your"** or **"Client"** or **"Customer"** are used interchangeably in referring to the organisational entity subscribing to the relevant Service as set out in the Order and Service Agreement Documents.
- **"Use"** means accessing and using or accessing the SaaS platform solely for Your internal business purposes (which for the avoidance of doubt shall not include use for facilities management or bureau service purposes) strictly in accordance with the User Parameters and subject to any special conditions specified in the Order Document;

Licence Grant

StatMap owns or is authorised to license the object code version of the Software and upon installing the Software on a Computer You accept a non-exclusive, non-transferable licence to Use, the Documentation and object code version of the Software as ordered and paid for by You in the Order Document, under the terms and conditions set forth herein. StatMap or its licensors owns all Intellectual Property Rights and Your rights are limited to those expressly granted in this Agreement.

Financial recompense for not meeting service levels

No financial recompense is offered for StatMap Services for the Cloud. A user may cancel the service at any time and receive a refund for any unused monthly periods.

Limitation of liability

Except in respect of death or personal injury caused by StatMap or for fraudulent misrepresentation, our total aggregate liability in relation to this Agreement for any financial or other loss incurred by you including any direct or indirect loss or damage due to loss of your data shall be limited to the lesser of

- the fees paid by the Customer for StatMap Services for the Cloud or
- one year's subscription fees for StatMap Services for the Cloud.

Fees

- Payment of the fees specified on the Purchase Order Document or as agreed between You and StatMap, shall entitle You to Use the Service for an agreed period as stated in the Order Document, solely for the purpose set out in the Documentation.
- All fees are payable in pounds Sterling (£), exclusive of V.A.T. and are non-cancellable and non-refundable.
- Fees are kept under review by StatMap and can be increased by StatMap at the start of each subsequent renewal period, but with a minimum of 90 days' notice having been given to the Client. Where such notice has been given, this agreement will be considered to have been amended at the start of the renewal period.
- The maintenance of the service is provided by StatMap. The initial Subscription Period is for a minimum period of six (6) calendar months and it shall be renewed for a minimum period of six (6) calendar months (except as otherwise provided in the Order Document). If the service subscription is not renewed, after seven days of the service not being renewed, StatMap will embark upon steps for Off-boarding You from the service, using the steps outlined in the relevant Service Definition Document. If renewal does take place within seven days of the expiry of the end-service date, the renewal subscription period will commence the day after the end-service (or expiry) date of the previous initial subscription or renewal subscription. Hence, fees will be back-dated to cover the period between when the subscription had expired and the date of notice for renewal.

- StatMap will invoice the Client once the Official Purchase Order (or other official ordering mechanism operated by the Client and agreed upon with StatMap) has been received. Once the invoice has been submitted to the Client, the Client will be able to access the service.

- A full toolset will be provided for You in order to load the necessary data, tailor and configure the service functionality and appearance so that it meets Your internal business requirements. If You require StatMap to undertake this work on your behalf, performing tasks that You have been given tools to perform, charges will apply at a day rate specified in the SFIA card under 'Solution development and implementation'

task category at the 'Apply' rate. The payment for this additional work, which may fall outside the initial agreed terms, will be invoiced for separately. Payment must be received within 30days of the date of the invoice, otherwise late payment charges will apply – as set out and acknowledged by You under the specified terms set elsewhere in this agreement.

- Where You exceed the stated restrictions imposed upon You in terms of data storage, StatMap will notify you and will invoice You for the appropriate storage required for the total data loaded. StatMap will notify You prior to the invoice being issued. You should alert StatMap in advance if You know that You are going to exceed Your data storage restrictions. If this is not possible, You should alert StatMap as soon as reasonably practicable. Once StatMap are aware of an exceedance – and have not been informed by You – StatMap will alert You and prepare and issue an invoice to cover the necessary increase in storage to accommodate the uploaded data.

Additional Services

These services, such as consultancy or bespoke development, which fall outside of the terms of the G-Cloud framework can be requested from StatMap in writing. This agreement will be altered to include these additional services. The client will acknowledge that all software and documentation created as part of the process has its intellectual property rights vested entirely with StatMap Ltd. StatMap has sole ownership of patents, copyrights, database rights, trade secrets, trade names, trade marks, or other rights or licences with respect to any and all products within the StatMap Stellar Suite range of products and its Documentation.

Maintenance and Support

As part of the subscription to this service platform, you will receive on-going maintenance and support for the period of the subscription.

Upon commencement of the Service, the date of the issue of the invoice by StatMap, You shall receive the following services during Support Hours (Support Hours means the hours StatMap provides the support services, holidays excluded, as specified in StatMap Support Terms): submitting, reviewing and updating service requests via the Internet; mail support and telephone support. Support shall not be provided for: (i) the use of the subscription service in a manner inconsistent with the respective Documentation or this Agreement; (ii) use of a subscription service with products or software ("Other Software") that are not commercially available (unless specifically accepted by StatMap in writing and a copy of such Other Software, duly licensed for StatMap's use, is supplied to StatMap so that StatMap can set up a maintenance test bed to determine faults) ; and (iii) any hosted version of the software provided as part of the subscription service for which a subsequent version was

released more than six (6) months earlier (all new software service versions are made available to You upon their release – with Your agreement – and all software migrations to the new hosted version are handled by StatMap as part of the Agreement and existing subscription fees) . New Releases: From time to time, at no additional cost, StatMap may provide to You generally available upgrades to the Service with one copy of any corresponding Documentation related to such upgrades. Generally available software upgrades are provided and made available in accordance with the specifics of the relevant service framework as determined by StatMap and as part of the subscription fee to that service framework. Upgrades will be subject to this Agreement as well as any additional then current terms and conditions so long as any additional terms and conditions do not conflict with this Agreement. StatMap will support one release back of the Covered Programs for a period of six months ("Support Period").

This Agreement entitles you, subject to its various terms and conditions, to:

- A non-exclusive, non-transferable right to permit the Authorised Users to use, tailor, adjust, and use the software to its full capabilities, in accordance with the SaaS service and framework service level opted for, for the duration of the Subscription Term and for the sole internal business purposes of the Client or Customer;
- within the scope of license granted herein, permit third party service providers to utilise the Software on Your behalf, For the sake of this provision You agree that such third party service provides shall be deemed to be Your employees and subject to all the terms and conditions of this Agreement; and
- copy and use the Documentation as reasonably necessary in connection with Your authorised internal business Use of the Software.

You may not:

- modify, adapt, translate, decompile, disassemble, or reverse engineer the Software or create derivative works of or based on the Software, except to the extent that the foregoing restriction is expressly prohibited by applicable law;
- make unauthorised copies of the Software;
- allow any unauthorised third party to use or have access to the Software or Documentation;
- use the Software to provide services to any third party, including Your affiliates or subsidiaries;
- to the fullest extent permitted by law, use the Software as an add-in product to any third party product without StatMap's prior written consent;
- Use, evaluate or view the Software or Documentation for the purpose of designing, modifying, or otherwise creating any software program, or any portion thereof, which performs functions similar to the functions performed by the Software;
- provide externally or to third parties any oral or written communication describing or summarising the features, functions or performance characteristics of the Software or Documentation or that compares the Software to any similar product of

Yours or any third party;

- disclose, reproduce, distribute or use the Software or Documentation except as necessary to exercise the license granted hereunder; or
- without the prior written consent of StatMap, sub-licence, rent, lease, transfer or assign Your rights under this Agreement, including an assignment by operation of law.

You acknowledge and agree that:

- save in respect of payment made prior to commencement of the Service, by way of electronic commerce or other means, payment terms are net thirty (30) days from the date of StatMap's invoice, which may be submitted upon receipt of the invoice from StatMap;
- StatMap does not warrant that the functions of the Software will meet Your requirements or that operation of the Software will be uninterrupted or error free.
- Security and protection of / confidentiality of usernames and passwords is entirely Your responsibility. StatMap cannot be held responsible for unauthorised accessing of data via mis-use of user accounts;
- All breaches of data copyright and / or intellectual copyright, and data protection legislation by the inappropriate loading or use of data and software provided as part of this service is solely Your responsibility. Any subsequent sanctions arising from the mis-use of data and / or software must be borne entirely by You. You agree to compensate StatMap fully in the event of Us incurring penalties or sanctions of any kind due to Your mis-use of data and / or software in the course of the use of this Service.
- You shall pay a late payment charge equal to the lesser of six percent (6%) of the outstanding amount or the maximum amount allowed by law on any invoice rendered by StatMap that is not paid when due (within thirty (30) days of the date of the relevant invoice);
- You shall pay StatMap for all sales, use and excise taxes and any other tax assessments on the Service. You are not liable for any taxes on StatMap's net income. You shall promptly effect payment of the Withholding Tax to the appropriate tax authorities and shall transmit to StatMap within thirty (30) business days of such payment official tax receipts or other evidence issued by the appropriate tax authorities sufficient to enable StatMap to support a claim for income tax credits in StatMap's country of residence. You further agree to assist StatMap, upon request, if StatMap contests, by appropriate legal or administrative proceedings, the validity or amount of the Withholding Tax;
- You will include on permitted copies of the Software all copyright, trademark and other proprietary rights notices included on the originals;
- the Software and Documentation contains valuable proprietary, commercially sensitive information, and trade secrets of which the intellectual property rights / ownership are held solely and entirely by StatMap. And that, further, You shall protect the secrecy of, and avoid disclosure and unauthorised use of, the Software and Documentation, using at least those measures that You take to protect Your own confidential information, but in no event shall such measures be less than reasonable;

- You shall comply with all applicable export control laws and regulations with respect to the Software and Documentation;
- any violation or threatened violation of this Agreement may cause irreparable injury to StatMap for which StatMap may apply for injunctive relief, in addition to all legal remedies; and
- upon violation of any of the provisions of this Agreement Your rights to use the Service and Documentation shall automatically terminate and You shall return to StatMap or destroy all copies of the any Documentation relating to software and / or services provided by StatMap;
- You own all rights, title and interest in and interest to all of Your data uploaded onto the Service storage medium. You have sole responsibility for the legality, reliability, accuracy, quality and integrity of that data;
- In the event of loss or damage to Your data, StatMap will provide the exclusive remedial actions by using reasonable commercial endeavour to restore lost or damaged data from the latest / most recent backup taken of Your data.
- StatMap will not be held responsible for loss, destruction, damage, alteration or disclosure of Your data by any third party;
- You are the data controller and You are solely responsible and liable for the appropriate use and release of Your data uploaded to the Service;
- In the event that this software service is used to access and /or utilise data provided by a Third Party, StatMap have no responsibility or liability or obligation with respect to that data's accuracy, content and/or use;
- You are responsible for the deployment of any plug-in client software required for the product's client software to function. At the time of writing, this only applies to the Earthlight and Earthlight Foundation SaaS offerings (both requiring the appropriate Microsoft Silverlight plug-in to be installed upon the client device);
- You will provide all requested and required access to Your systems in order for StatMap to undertake any investigations, integrations, or other such activities in order to ensure that all requested and required Services can be provided;
- The relevant SaaS will be "available" when the access point on the Service hosting provider's backbone network is available and when applications and data are available to the customer. Any failures on the Customer's and/or any Authorised Users internet, telecommunications and/or IT hardware, systems and/or infrastructure shall not be taken into account when calculating availability and shall not be the responsibility of StatMap Ltd.
- Service enhancement requests should be submitted via the Ticketing System available through StatMap's Support Centre client interface (embedded within StatMap's website). The request should select the 'New Feature' option. If the suggested 'New Feature' is regarded as being of wider benefit to the StatMap user community, StatMap will add this to their development road map and be developed as part of the standard existing prescription service – but its availability to You will depend upon your service subscription type.
- Enhancements suggested by You may require the provision by StatMap Ltd of Additional Services. Optional new functions may, at the discretion of StatMap Ltd, require the payment of additional Subscription Fees.

You acknowledge that StatMap undertake to:

- Provide a service in-line with the Service Proposal with all due skill and care where Your use is in-line with StatMap's instructions, guidance and Documentation. In the event that the subscribed service does not comply with the Service Proposal, StatMap will – at Our own expense – use reasonable commercial endeavours to correct any such non-compliance, or provide reasonable work-around methods to achieve Your objectives.
- In the event that the subscribed service does not comply with the Service Proposal: following the receipt of such information and materials, if StatMap determines, in its sole discretion, that the Software does not operate as warranted, then StatMap will at its election, either: (a) modify the Software so that it operates as warranted; (b) replace the Software with other software offering substantially similar functionality; or, (c) if neither (a) nor (b) is commercially feasible, refund the service subscription fee (and all other associated fees) paid to StatMap;

EXCLUSIONS. StatMap shall have no responsibility, warranty or other obligations whatsoever if You: (a) use the Software: (a) in a manner inconsistent with the Documentation or this Agreement; or (b) modify the Software; or (c) cause a failure of the Software through accident, abuse or misapplication.

NO OTHER WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE WARRANTIES AND

REMEDIES PROVIDED IN THE LIMITED WARRANTY SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

ACCURACY OF INFORMATION GENERATED, SATISFACTORY QUALITY, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THESE DISCLAIMERS OF WARRANTY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

INTELLECTUAL PROPERTY INDEMNITY. Subject to the Intellectual Property Indemnity Limitations Section set forth below, StatMap will defend, at its own expense, any claim, suit or proceeding brought against You to the extent it is based upon a claim that the Software service ("Indemnified Product") obtained pursuant to this Agreement infringes upon any patent, or copyright, or misappropriates a trade secret of any third party ("Claim"). You shall: (a) promptly notify StatMap in writing of any such Claim; (b) give StatMap full information and assistance in connection therewith; and (c) give StatMap the sole right to control the defence of any such Claim and the sole right to settle or compromise any such Claim. StatMap shall pay all damages, costs, and expenses finally awarded to third parties against You in such action by a court of competent authority or agreed to in settlement by StatMap. If the Software is, or in StatMap's reasonable opinion might be, held to infringe or

misappropriate as set forth above, StatMap may, at its option and expense replace or modify such Software with a program substantially similar in functionality so as to avoid infringement or misappropriation, or procure the right for You to continue the use of such Software. If neither of such alternatives is, in StatMap's opinion, commercially reasonable, such Software shall be returned to StatMap, and StatMap shall refund the licence fees paid by You to StatMap for such Software, as limited by the next sentence. The refund for a perpetual Software license shall be based on five year straight line depreciation. TO THE FULL EXTENT PERMITTED BY LAW, THE FOREGOING STATES THE ENTIRE LIABILITY OF STATMAP TO YOU CONCERNING INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL

PROPERTY RIGHTS, INCLUDING BUT NOT LIMITED TO PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET RIGHTS, AND IS IN LIEU OF AND REPLACES ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS REGARDING INFRINGEMENT OR MISAPPROPRIATION.

INTELLECTUAL PROPERTY INDEMNITY LIMITATIONS. StatMap shall have no liability for, and no obligation to defend You against any claim of infringement to the extent such claim is based on: (a) use of an Indemnified Product outside the scope of this Agreement; (b) use of a superseded or altered release of an Indemnified Product; (c) the combination, operation, or use of an

Indemnified Product with software, hardware or other materials not specified in the Documentation; (d) any modification of the Indemnified Product not made or authorised in writing by StatMap; or (e) Your use of the Indemnified Product after StatMap’s notice to You that it shall cease use of the Indemnified Product due to such Claim. The above exclusions apply to the extent that the infringement would have been avoided but for such improper use.

LIMITATION OF LIABILITY. SAVE IN RESPECT OF A BREACH OF STATMAP’S INTELLECTUAL PROPERTY RIGHTS AND EXCEPT FOR STATMAP’S OBLIGATIONS UNDER “INTELLECTUAL PROPERTY INDEMNITY”, AND ANY DAMAGES ARISING

FROM A BREACH OF THE CONFIDENTIALITY OBLIGATIONS BY EITHER PARTY OR A BREACH BY YOU OF THE LICENSE

GRANT AND CONDITIONS FOR THE SOFTWARE, THE PARTIES (FOR THEMSELVES AND THEIR RESPECTIVE THIRD PARTY LICENSORS, SUPPLIERS OR CONTRIBUTORS) EXCLUDE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY

LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, FOR INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS AND DATA), INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SAVE IN RESPECT OF A BREACH OF STATMAP'S INTELLECTUAL PROPERTY RIGHTS AND EXCEPT FOR STATMAP'S OBLIGATIONS UNDER "INTELLECTUAL PROPERTY INDEMNITY" AND ANY DAMAGES ARISING FROM A BREACH OF THE

CONFIDENTIALITY OBLIGATIONS BY EITHER PARTY, TO THE MAXIMUM EXTENT ALLOWED BY LAW STATMAP'S

MAXIMUM LIABILITY TO YOU FOR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED TWO TIMES THE

AMOUNT PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE CAUSE OF ACTION. TO THE EXTENT NOT PROHIBITED BY LAW, STATMAP'S THIRD PARTY LICENSORS, SUPPLIERS OR CONTRIBUTORS SHALL NOT BE LIABLE

TO YOU FOR ANY AMOUNT OR KIND OF DAMAGES ARISING OUT OF USE OF, OR INABILITY TO USE, THE SOFTWARE OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT.

THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

The foregoing exclusions and limitations upon liability shall not apply to any liability for damages arising from (a) tangible property damage to the extent that such is due to the negligence of an employee or authorized agent of StatMap, in which event StatMap's maximum liability shall be limited to £1,000.00 for each event or series of events; or (b) death or personal injury caused by the negligence of an employee or authorized agent of either party; or (c) wilful misconduct or gross negligence of either party.

SPECIAL PROVISIONS REGARDING OPEN SOURCE AND THIRD PARTY SOFTWARE. The Software may contain or be distributed with third party software covered by an open source software license ("Open Source Software") or other third party software ("Third Party Software") covered by a different license. If Open Source Software is included the terms and conditions of this license do not apply to the Open Source Software. If Third Party Software is included the terms and conditions of this license may not apply to Third Party Software. Information concerning the inclusion of the Open Source Software and Third Party Software not covered by this license, if any, and the notices, license terms and disclaimers applicable to such software is contained in the Documentation.

AUDIT RIGHTS. You shall maintain complete and accurate books and records relating to compliance with the usage restrictions of the Software. StatMap shall have the right at its own expense, during Your normal business hours and upon reasonable written notice, to

audit Your computers, books and records to verify Your compliance with the terms and conditions of this Agreement.

SURVIVABILITY. The following shall survive expiration or termination of this Agreement: Licence Grant, Confidentiality Restrictions, Intellectual Property Indemnity Limitations, Limitation of Liability, Audit Rights, Law and Jurisdiction, and General Provisions.

LAW AND JURISDICTION. An action at law under this Agreement may only be brought before a court of appropriate jurisdiction in the country whose law governs this Agreement. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed.

The validity of this Agreement its interpretation, the respective rights and obligations of the parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined by the substantive law, excluding the private international law rules, of England and Wales and will be submitted to the exclusive jurisdiction of the English courts.

TERMINATION. If You breach any term of this Agreement or if You becomes insolvent or if bankruptcy or receivership proceedings are initiated by or against You, StatMap shall have the right to withhold its own performance hereunder and/or to terminate this Agreement immediately and, in addition to all other rights of StatMap, all amounts due or to become due hereunder will immediately be due and payable to StatMap.

GENERAL PROVISIONS. This Agreement represents the complete agreement concerning this licence, supersedes all prior agreements, and may be amended only in writing and executed by duly authorised representatives of both parties. Save in respect to quantity and price, the provisions of any order document issued by You shall be of no effect (notwithstanding any provisions in such order document to the contrary). If any provision of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute, rule or law, the parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Headings used in this Agreement are provided for convenience only, and shall not in any way affect the meaning or interpretation hereof. A waiver of a breach or default under this Agreement shall not be a waiver of any other breach or default. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless accompanied by a clear written statement that such term or condition is waived. Save in respect to Your obligation to pay StatMap's invoice's as and when they fall due, neither party shall not be responsible for any failure to perform due to "force majeure" causes beyond its reasonable control including, but not limited to, acts of God, riots, embargoes, terrorist acts, acts of civil or military authorities, disruptions in the

flow of data to or from networks, denial of or delays in processing of export licence applications, accidents, strikes, fuel crises or power outages.

Appendix A – Service Level Agreement Proforma

Reference	*Title*	*Author/Organisation*
Document 1	*Service Definition*	*StatMap*
Document 2	*Pricing Schedule*	*StatMap*

1. Purpose

This Service Level Agreement (SLA) specifies the arrangements, services and support activities to be provided by StatMap to the customer for the administration, maintenance and support of ……[**Insert StatMap G-Cloud service***]…… and associated managed services.

This SLA is underpinned by the Service Definition document, which contains full details on the deliverables and nature of the product and service, and the associated Pricing Schedule.

2. Parties, Roles and Responsibilities

- Customer

The customer organisation is the end user of Earthlight and its associated managed services. The customer base will include appropriately trained administrators. These nominated administrators will be responsible for managing user accounts within their organisation, upload of user datasets and provision of first line support to users. The customer will also provide service management feedback on the system, data issues, Service Desk operations and so on.

- StatMap

StatMap has developed all of its products and is responsible for its ongoing maintenance, support and hosting. The maintenance of OS OpenData layers and provision of second line support to nominated administrators. StatMap will also manage any third party suppliers relevant to the delivery of the system's infrastructure.

3. Scope of Services

There are 3 primary service management activities associated with this SLA. These are detailed in the following schedules and can be found as annexes to this SLA:

- Schedule 1 : Infrastructure Management (Annex 1)

- Schedule 2 : Data Management (Annex 2)
- Schedule3 : Service Desk / Support Services (Annex 3)

Where relevant, each of the Service Schedules provides further detail on the roles and responsibilities of the customer and StatMap as well as any key exclusions relating to delivery of the service.

4. Service Term

This SLA commences on ..... for a period of ..... with the option to extend annually thereafter.

5. Support Services

5.1 General

StatMap will provide a monitored Service Desk to support users for the duration of the contract. Requests for support can be logged by any of the nominated support contacts with the Service Desk as follows:

- via the StatMap Support Centre Ticketing System which is an interface embedded in the StatMap website and can be found at: http://statmap.co.uk/?page_id=101
- by phone on 0844 376 4321
- by e-mail at support@statmap.com

5.2 Support Service Desk Availability

The StatMap Service Desk provides technical support, advice and guidance. The Service Desk is available from 09:00 to 17:00 Monday to Friday with the exception of Bank Holidays in England.

5.3 Support Call Management Procedure

Upon receipt of a Support Call via the Support Centre Ticketing system, e-mail or telephone call, the Support Desk operator will log the case in the StatMap Support Portal, unless it has been logged there directly by the customer. A case number and a priority will be allocated in accordance with the descriptions set out in the table below.

The customer will provide information and assistance to StatMap as required in order to help identify and resolve any issues in a timely manner.

StatMap will aim to respond to and resolve issues within the time periods specified in the table below, using commercially reasonable endeavours. Resolution times exclude the time where StatMap is awaiting information, assistance or instructions from the customer.

Priority	Nature of query	Target response time	Target resolution time
1	Urgent and major fault on the system affecting all users including system unavailability with no workaround	Immediately (within 30 minutes)	Same working day.
2	Significant and/or non-urgent fault affecting many users e.g. specific functionality/data	Immediately (within 1 hour)	Same working day.
3	Minor fault with no significant impact on usage / request for support relating to functionality of a supported application	Within 2 hours	Within 10 working days.
4	Minor/cosmetic issue with workaround available. Request for support on longer term issue *	Same working day.	At time of next software version release (generally within 6 months).

*We reserve the right to apply limits on service desk time committed to "priority 4" issues. Where 4 hours has been spent on a "priority 4" issue, there is no obligation to spend any more time on it without charge.

6. System Availability

6.1 General

StatMap will use commercially reasonable endeavours to make all services available 99.99% between 6am and 11pm.

StatMap will carry out planned, preventative maintenance on a regular basis. Maintenance will be performed outside of the period of Service Desk availability listed above and we will inform the customer with details of the planned maintenance and timescales for completion with a minimum of 5 working days' notice. Unplanned maintenance will be immediately communicated to the customer along with the action to be taken.

6.2 Hosting Services

StatMap contracts its IT hosting and infrastructure management services to its partner, RapidSwitch (iomart).

RapidSwitch (iomart) is a leading UK provider of managed IT services specialising in highly resilient, high quality IP network, colocation, managed application and cloud hosting services. Sites are located within the UK. We have a comprehensive SLA in place for the managed hosting service we use. This includes physical space, hardware, security, internet connection, monitored and managed service & SLA reporting.

6.3 Backup and Recovery

Customer specific business and application data are regularly backed up by StatMap.

We make extensive use of RAID technology in our applications which provides built in redundancy and provides the first level of resilience. We also use a secondary Storage Area Network (SAN) with data being backed up from the primary SAN on a nightly basis, providing a further level of backup and recovery. Data is also backed up weekly to physical tapes, securely transported and stored offsite by our hosting partner.

Incremental backups run nightly with full backups on a weekly basis. Backup processes are monitored and checked daily as part of our routine system administration checks.

Recovery time in the event of a failure would be dependent upon the nature of the problem that occurred. We believe that our existing data centre and infrastructure hosting provision with RapidSwitch (iomart) provides a highly resilient capability that completely minimises the risks associated with potential disasters or systems-related business continuity. With the levels of inbuilt redundancy and resilience on our infrastructure it's highly unlikely that a serious failure that would adversely affect service availability would occur.

In the unlikely event of the need to restore data, we will use reasonable endeavours to meet the target times below from receipt of a request to initiation of the restore process:

- Urgent requests – 2 hours
- Non urgent requests – next business day if the request is received before 16:30.

7. Data Management

StatMap is responsible for the ongoing update and maintenance of OS OpenData within all SaaS offerings. The Client or Customer organisation is responsible for maintaining their data. Schedule 2 defines the arrangements for data management.

8. Information Security

We place a very high importance on information security and have a comprehensive range of measures in place within the company and with our hosting partner, RapidSwitch (iomart).

StatMap has a comprehensive Information Security policy which forms part of its employment terms and conditions – all staff acknowledge and sign this policy.

StatMap will ensure that appropriate steps are taken to protect, secure and control the information provided by the customer for processing.

With RapidSwitch (iomart), the range of security measures includes :

- High degree of physical security with security personnel on site on a 24/7 basis
- A managed firewall service for our hosted infrastructure and this includes 24 / 7 monitoring and management of devices by experienced certified network engineers, management of telecommunications/ISP, management of network components and configuration/change management (staff responsible for system monitoring are on-site at the data centre on a 24/7 basis).
- Protection against viruses, zero day, spyware, suspicious activity (HIPS) through the implementation of a dedicated end-point security threat management system
- Scheduled centralised patch management on all systems covering both operating systems and common applications and services
- Protection against common network threats including denial of service attacks
- Active, ongoing programme of risk management, security incident management
- Secure logins and roles are used to limit access to functionality, data and administration functions in our applications with user logging in place monitoring usage.
- Database access roles are carefully defined in order that privileges available to the application are restricted.
- Administration access to our application and datastore servers/SAN is restricted to authorised personnel only.

9. Service Charges

The Pricing Schedule (reference Document 2) provides details of the annual subscription fee covering user access to Earthlight and the managed services for hosting, technical support and data management.

The agreed payment terms are within 30 days of receipt of a valid invoice.

10. Additional Services

Requests for additional services (enhancements or service falling outside the scope of this SLA) should be made via the Support Centre Ticketing system, accessed through the support pages on StatMap's website. All features developed as part of Additional Services will be

made available generally to all StatMap Customers – depending upon the level of service subscribed to by those Customers.

Additional services would be charged at the rates shown in reference Document 2, the Pricing Schedule.

All parties will act in good faith towards each other in relation to all matters arising under this SLA.

Signed on behalf of the Customer

Name: ……

Print Name: ……..

Title : ……

Date : ……..

Signed on behalf of StatMap Ltd

Name: ……

Print Name: ……

Title: ……

Date: ……

Annex 1 Schedule 1

Service	**Infrastructure Management (all StatMap SaaS products)**
Specification	• Provision of managed services for the maintenance and support of StatMap SaaS products • Managed provision of a highly available, reliable, resilient and secure hosting infrastructure (installation, configuration, development, testing, performance tuning, maintenance and update of enterprise software and hardware platform carried out by our hosted environment provider)
Exclusions	• Support outside the defined service availability hours;
Service Availability and Response	• StatMap Ltd will use commercially reasonable endeavours to make the application available 99% on a 24/7/365 basis • Service response and resolution timescales are set out in the table in Section 5.3
StatMap Ltd Responsibilities	• Provision and support of StatMap SaaS products during supported hours • Notification of 5 working days for planned downtime • Management of the service provided by StatMap Ltd's

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external hosting provider, RapidSwitch (iomart).

Customer Responsibilities

- Provision of a nominated maintenance contact(s) to receive notifications of system updates, planned/unplanned downtime etc. The nominated maintenance contacts(s) would be responsible for cascading this information to users as appropriate
- StatMap SaaS products user account management within customer organisation
- Notify StatMap Ltd of any problems with StatMap SaaS products via Support Centre Ticketing system.
- Provide all information and assistance required by StatMap Ltd in connection with the identification and resolution of technical problems
- Ensure users keep StatMap SaaS products login details private and report and resolve any occurrences of password sharing violations

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Annex 2 Schedule 2

Service Specification	Data Management
	• Maintain base datasets as agreed for OS OpenData layers. • Upload client / customer datasets to the hosted StatMap database where data loading tools provided are not suitable for use in any particular instance. • Backup, safe storage and recovery of business data in conjunction with data hosting provider, RapidSwitch (iomart).
Exclusions	• Consultancy outside the terms of the support levels offered. • Upload of business data that can be achieved using the data loading tools provided.
Service Availability and Response	• StatMap Ltd will use commercially reasonable endeavours to make the application available 99.99% during hours of 6am to 11pm.
StatMap Ltd Responsibilities	• Timely update of OS OpenData base mapping; • Safe storage of customer data; • Upload of customer data which is not achievable using the tools provided to the client by StatMap.

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Customer Responsibilities

- Update metadata for all customer business layers;
- Use the data tools provided to upload business data;
- Compliance with all data licencing terms and restrictions for all data uploaded into StatMap Cloud services.

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Annex 3 Schedule 3

Service Specification	**Service Desk / Support Services**
	• Provision of managed services for the maintenance and support of StatMap Cloud service products; • Provision of a service / support desk to coordinate customer requests and support service availability; • Receipt of service requests by Support portal, telephone or e-mail; • Provision of second line support to named representatives within the customer organisation, for service requests relating to StatMap Cloud product services.
Exclusions	• Resolution of service requests relating to applications not supplied by StatMap. • Receipt and resolution of service requests from unauthorised users; • Support outside the defined service availability hours; • Resolution of service requests relating to faults and / or errors caused by improper use of the service by the Client / Customer.
Service Availability and Response	• The Support / Service Desk is available 9.00am to 5.00pm, Monday to Friday, excluding English Bank holidays; • Service response and resolution

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	timescales as set out in the table in Section 5.3.
StatMap Ltd Responsibilities	• Provision of Support / Service Desk during the stipulated support hours.
Customer Responsibilities	• Receipt and – if possible – resolution of first line support calls relating to StatMap SaaS product services; • Provision of all available information and assistance required by StatMap in connection with the identification and resolution of technical problems; • Advise StatMap of any changes to the identity of the nominated support contact representatives in the customer organisation.

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